

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

| | | |
|--------------------------------|---|-------------------------------|
| SIERRA EQUIPMENT, INC. | § | REMOVED FROM |
| | § | CAUSE NO. DC-16-00282 |
| | § | 14TH JUDICIAL DISTRICT |
| | § | DALLAS COUNTY |
| | § | |
| vs. | § | CIVIL ACTION NO. _____ |
| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C:

EACH DOCUMENT FILED IN THE STATE COURT ACTION

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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| SIERRA EQUIPMENT, INC. | § | REMOVED FROM |
| | § | CAUSE NO. DC-16-00282 |
| | § | 14TH JUDICIAL DISTRICT |
| | § | DALLAS COUNTY |
| | § | |
| vs. | § | CIVIL ACTION NO. _____ |
| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C-1:

PLAINTIFF'S ORIGINAL PETITION (FILED ON 01/11/2016)

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CAUSE NO. DC-16-00282

| | | |
|------------------------------|---|-----------------------------------|
| SIERRA EQUIPMENT, INC., | § | IN THE <u>14TH</u> DISTRICT COURT |
| | § | |
| | § | |
| PLAINTIFF, | § | |
| | § | |
| VS. | § | |
| | § | |
| | § | |
| LEXINGTON INSURANCE COMPANY, | § | |
| | § | |
| | § | |
| DEFENDANT. | § | DALLAS COUNTY, TEXAS |

PLAINTIFF'S ORIGINAL PETITION

I. INTRODUCTION

1. This is a declaratory judgment action to determine whether Sierra Equipment, Inc. ("Sierra") may claim coverage from Lexington Insurance Company ("Lexington") under Policy Number 012815492 (the "Policy"), which was effective May 15, 2010 to May 15, 2011 (the "Policy Period").

2. Lexington issued the Policy to Lewis Equipment, LLC ("Lewis Equipment") and/or its affiliates including LWL Management, Inc. ("LWL"; with Lewis Equipment, the "Lewis Companies"). Pursuant to the terms of a June 2008 lease agreement (the "Sierra/LWL Lease"), the Lewis Companies leased heavy equipment from Sierra (the "Leased Equipment") and were required to insure the Leased Equipment for Sierra's benefit. During the Policy Period, the Leased Equipment was lost, removed, damaged, or cannibalized, which caused a total loss to Sierra in excess of \$4.9 million.

3. There is a real and justiciable controversy in this matter because Sierra contacted Lexington to resolve this coverage issue in late 2014, and to date has received no response.

Accordingly, Sierra has no choice but to bring this declaratory judgment action to determine its rights under the Policy.

II. DISCOVERY CONTROL PLAN

4. Sierra intends to conduct discovery under Level 3 of Texas Rule of Civil Procedure 190.4 and affirmatively plead that this suit is not governed by the expedited actions process in Texas Rule of Civil Procedure 169 because, under Rule 169(c)(1)(B), Sierra is seeking relief other than monetary relief.

III. CLAIM FOR RELIEF

5. Pursuant to Texas Rule of Civil Procedure 47(c)(2), Sierra states it seeks monetary relief of \$100,000 or less and non-monetary relief.

IV. PARTIES

6. Sierra is a Nevada corporation with its principal place of business in Las Vegas, Nevada.

7. Lexington is an insurance company owned by AIG. It is a Delaware corporation with its principal place of business in Boston, Massachusetts. It may be served with process by its registered agent and/or through the Texas Secretary of State.

V. JURISDICTION AND VENUE

8. Venue is proper in Dallas County under Section 15.002(a)(1) of the Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this declaratory judgment action occurred in Dallas County. Specifically, Sierra previously filed Case No. DC-14-02074 in the 101st District Court of Dallas County, Texas to determine what insurance policies, if any, the Lewis Companies had kept to cover the Leased Equipment (the "Rule 202 Action"). In connection with the Rule 202 Action, Sierra discovered the existence of

the Policy and contacted Lexington shortly thereafter. Lexington's obligations under the Policy therefore raise an issue continuing from a prior Dallas County action.

VI. STATEMENT OF FACTS

9. In June 2008, Sierra and the Lewis Companies entered into the Sierra/LWL Lease. Paragraph 9 of the Sierra/LWL Lease states, in relevant part that LWL – Lessee – was required to insure the Leased Equipment for the benefit of Lessor – Sierra.

10. Lexington issued the Policy to Lewis Companies.

11. The Lewis Companies breached their obligations to Sierra under Paragraph 9 of the Sierra/LWL Lease. That is, Sierra was not listed as an additional insured under the Policy and was not identified in the Policy as the rightful owner of the Leased Equipment.

12. Sierra has determined that, during the Policy Period, the Leased Equipment was lost, removed, damaged, or cannibalized. Sierra contends the total amount of the damage exceeds \$4.9 million.

13. Sierra was the rightful owner of the Leased Equipment. Thus, under the terms of the Sierra/LWL Lease, Sierra is entitled to the proceeds of the Policy up to the extent of its loss.

14. Upon information and belief, the Lewis Companies have not made any attempt to recover under the Policy for any loss, removal, damage, or cannibalization of the Leased Equipment.

15. Sierra first learned of the Lewis Companies' breach of the Sierra/LWL Lease when it received a document production in the Rule 202 Action. Shortly after reviewing the documents and determining that the Lewis Companies had not named Sierra as an additional insured on the Policy, Sierra notified Lexington in writing of its right to payment of loss regarding the Leased Equipment. To date, Lexington has not responded to Sierra's demand for coverage under the Policy.

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VII. SOLE CAUSE OF ACTION – DECLARATORY JUDGMENT

16. Sierra realleges all prior paragraphs of this Petition as if set forth in full here.

17. Because Sierra contends it is entitled to coverage under the Policy but has not received any response from Lexington, an actual controversy exists regarding Sierra's rights under the Policy. Sierra is an interested party under a written contract, and Lexington's refusal to respond to Sierra's inquiry raises questions of construction arising under that contract. Pursuant to Section 37.004 of the Texas Civil Practice and Remedies Code, Sierra is entitled to obtain a declaration of its rights, status, and other legal relations under the Policy.

18. Sierra asks this Court to enter a declaratory judgment that:

- a. Sierra was the rightful owner of the Leased Equipment;
- b. The Lewis Companies breached Paragraph 9 of the Sierra/LWL Lease by failing to have Sierra named as an additional insured under the Policy; and
- c. Sierra therefore may assert a claim for the proceeds of the Policy, up to and including the extent of its loss related to the Leased Equipment.

19. Pursuant to Section 37.009 of the Texas Civil Practice and Remedies Code, Sierra also seeks to recover its costs and reasonable and necessary attorneys' fees.

IX. PRAYER FOR RELIEF

WHEREFORE, Sierra prays for judgment as follows:

1. For a declaratory judgment as described above regarding Sierra's rights under the Policy;
and
2. For attorneys' fees, costs and expenses incurred herein, as permitted by Section 37.009 of the Texas Civil Practice and Remedies Code; and
3. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/

Andrew B. Ryan
State Bar Card No. 24054464
Ryan Law Partners LLP
100 Highland Park Village, Suite 200
Dallas, Texas 75205
Telephone: (214) 417-0076
Facsimile: (888) 594-6240
E-mail: andy@ryanlawpartners.com

ATTORNEYS FOR PLAINTIFF

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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| SIERRA EQUIPMENT, INC. | § | REMOVED FROM |
| | § | CAUSE NO. DC-16-00282 |
| | § | 14TH JUDICIAL DISTRICT |
| | § | DALLAS COUNTY |
| | § | |
| vs. | § | CIVIL ACTION NO. _____ |
| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C-2:

CITATION ISSUED BY THE STATE OF TEXAS (FILED ON 01/14/2016)

The State of Texas



Service of Process
P.O. Box 12079
Austin, Texas 78711-2079

Phone: 512-463-5560
Fax: 512-463-0873
TTY (800) 735-2989
www.sos.state.tx.us

Secretary of State

RECEIVED

FEB 09 2016

LEGAL DEPARTMENT

February 4, 2016

Lexington Insurance Company
100 Summer Street #2000
Boston, MA 02110

2016-262429-1

Include reference number in
all correspondence

RE: Sierra Equipment Inc VS Lexington Insurance Company
14th Judicial District Court Of Dallas County, Texas
Cause No: DC1600282

Dear Sir/Madam,

Pursuant to the Laws of Texas, we forward herewith by CERTIFIED MAIL, return receipt requested, a copy of process received by the Secretary of State of the State of Texas on February 1, 2016.

CERTIFIED MAIL #71901046470100568760

Refer correspondence to:

Andrew B Ryan
Ryan Law Partners LLP
100 Highland Park Village, Suite 200
Dallas, TX 75205

Sincerely,

Venita Okpegbue

Venita Okpegbue
Team Leader, Service of Process
GF/mr
Enclosure

AIG Property Casualty
Claims Legal

TEL .

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FORM NO. 353-4—CITATION
~~THE STATE OF TEXAS~~

To: LEXINGTON INSURANCE COMPANY
BY SERVING THE SECRETARY OF STATE
OFFICE OF THE SECRETARY OF STATE
CITATIONS UNIT - P.O. BOX 12079
AUSTIN, TX, 78711

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Your answer should be addressed to the clerk of the **14th District Court**
at 600 Commerce Street, Dallas, Texas 75202.

Said **PLAINTIFF** being **SIERRA EQUIPMENT INC**

Filed in said Court 11th day of January, 2016 against
LEXINGTON INSURANCE COMPANY

For suit, said suit being numbered **DC-16-00282** the nature of which demand is as follows:
Suit On **OTHER (CIVIL)** etc.

as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office on this the 14th day of January, 2016

ATTEST: FELICIA PITRE

Clerk of the District Courts of Dallas, County, Texas

By /s/ Sacheen Anthony, Deputy
SACHEEN ANTHONY



ESERVE (SOS)

CITATION

No.: **DC-16-00282**

SIERRA EQUIPMENT INC
VS.
LEXINGTON INSURANCE COMPANY

ISSUED
ON THIS THE 14TH DAY OF JANUARY,
2016

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By **SACHEEN ANTHONY**, Deputy

Attorney for : Plaintiff
ANDREW B RYAN
100 HIGHLAND PARK VILLAGE STE
200
DALLAS TX 75205
Telephone: (214) 417-0076
E-mail: andy@ryanlawpartners.com

DALLAS COUNTY
SERVICE FEES
NOT PAID

262429

THE OFFICE OF THE CLERK OF DISTRICT COURTS

RECEIVED
SECRETARY OF STATE
FEB 01 2016
Service of Process

**OFFICER'S RETURN
FOR INDIVIDUALS**

Cause No. DC-16-00282

Court No: 14th District Court

Style: SIERRA EQUIPMENT INC

vs.

LEXINGTON INSURANCE COMPANY

Received this Citation the _____ day of _____, 20____ at _____ o'clock. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock, by _____ delivering to the within named _____ each in person, a copy of this Citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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**OFFICER'S RETURN
FOR CORPORATIONS**

Received this Citation the _____ day of _____, 20____ at _____ o'clock ____M. Executed at _____, within the County of _____, State of _____, on the _____ day of _____, 20____, at _____ o'clock ____M. by summoning the within named Corporation, _____ by delivering to _____
President - Vice President - Registered Agent - in person, of the said _____

a true copy of this citation together with the accompanying copy of Plaintiff's original petition, having first indorsed on same the date of delivery.

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The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness by my hand.

| | | | |
|----------------------|----------|-----------|-------|
| For Serving Citation | \$ _____ | Sheriff | _____ |
| For Mileage | \$ _____ | County of | _____ |
| For Notary | \$ _____ | State of | _____ |
| Total Fees | \$ _____ | By | _____ |

(Must be verified if served outside the State of Texas)

State of _____

County of _____

Signed and sworn to me by the said _____ before me this _____ day of _____, 20____, to certify which witness my hand and seal of office.

Seal

State & County of _____

SHERRILL H. HARRIS, Notary Public

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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| | § | CAUSE NO. DC-16-00282 |
| | § | 14TH JUDICIAL DISTRICT |
| | § | DALLAS COUNTY |
| | § | |
| vs. | § | CIVIL ACTION NO. _____ |
| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C-3:

NOTICE OF DISMISSAL FOR WANT OF PROSECUTION (FILED ON 02/08/2016)



14TH JUDICIAL DISTRICT COURT
GEORGE L. ALLEN COURTS BUILDING
600 COMMERCE STREET
DALLAS, TEXAS 75202-4604

February 08, 2016

FILE COPY

DC-16-00282

SIERRA EQUIPMENT INC vs. LEXINGTON INSURANCE COMPANY

ALL COUNSEL OF RECORD AND PRO SE PARTIES:

The above case is set for dismissal, pursuant to Rule 165A, Texas Rules of Civil procedure and pursuant to the inherent power of the Court, on:

March 11, 2016 at 11:00 AM

If no answer has been filed you are expected to have moved for a default judgment on or prior to that date. Your failure to have done so will result in the dismissal of the case on the above date.

If you have been unable to obtain service of process and you wish to retain the case on the docket, you must appear on the above date, unless you have obtained a new setting from the court coordinator.

Sincerely,

ERIC V. MOYÉ, DISTRICT JUDGE
14TH DISTRICT COURT
Dallas County, Texas

Cc:

ANDREW B RYAN
100 HIGHLAND PARK VILLAGE
SUITE 200
DALLAS TX 75205

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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| | § | CAUSE NO. DC-16-00282 |
| | § | 14TH JUDICIAL DISTRICT |
| | § | DALLAS COUNTY |
| | § | |
| vs. | § | CIVIL ACTION NO. _____ |
| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C-4:

**DEFENDANT LEXINGTON INSURANCE COMPANY'S ORIGINAL ANSWER
(FILED ON 02/22/2016)**

CAUSE NO. DC-16-00282

| | | |
|------------------------------|---|--|
| SIERRA EQUIPMENT, INC. | § | IN THE 14 TH DISTRICT COURT |
| PLAINTIFF, | § | |
| | § | |
| V. | § | |
| | § | |
| LEXINGTON INSURANCE COMPANY, | § | DALLAS COUNTY, TEXAS |
| DEFENDANT. | § | |

DEFENDANT LEXINGTON INSURANCE COMPANY'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Lexington Insurance Company ("Defendant") files this Original Answer to Plaintiff's Original Petition.

I. GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rule of Civil Procedure, Defendant denies each and every claim, charge and allegation contained in Plaintiff's Original Petition, and demands strict proof as required by the laws and the Constitution of the State of Texas.

II. AFFIRMATIVE DEFENSES

Defendant asserts the following affirmative defenses and reserves the right to amend or supplement these defenses as allowed under the Texas Rules of Civil Procedure:

- Plaintiff's claims are barred in whole or in part by statute of limitations;
- Plaintiff's claims are barred in whole or in part by operation of the exclusions under any applicable insurance policy;
- Plaintiff's claims are barred in whole or in part because the alleged loss did not occur during the policy period;

- Plaintiff's claims are barred in whole or in part because of the lack of a covered peril;
- Plaintiff's claims are barred in whole or in part because Plaintiff is not a covered insured;
- Plaintiff's claims are barred in whole or in part because the alleged equipment lost was not covered under the policy;
- Plaintiff's claims are barred in whole or in part by lack of privity to any contractual agreement; and
- Plaintiff's claims are barred in whole or in part by failure to satisfy conditions precedent.

III. PRAYER

Defendant Lexington Insurance Company asks this Court to dismiss this suit or render judgment that Plaintiff takes nothing. Defendant also asks this Court to assess all costs and fees against Plaintiff. Lastly, Defendant asks this Court to grant it all other relief, at law or at equity, to which it may show itself to be justly entitled.

Respectfully submitted,

/s/ Patrick McAndrew

Thomas C. Wright
State Bar No. 22059400
Patrick B. McAndrew
State Bar No. 24042596
WRIGHT & CLOSE, LLP
One Riverway, Suite 2200
Houston, Texas 77056
Telephone: (713) 572-4321
Facsimile: (713) 572-4320
wright@wrightclose.com
mcandrew@wrightclose.com

COUNSEL FOR DEFENDANT
LEXINGTON INSURANCE COMPANY

CERTIFICATE OF SERVICE

Pursuant to Rule 21a of the Texas Rules of Civil Procedure, on February 22, 2016, this document was served on each party's known attorney of record as set forth below:

Andrew B. Ryan
Ryan Law Partners LLP
100 Highland Park Village, Suite 200
Dallas, Texas 75205
Attorneys for Plaintiff

☒ Certified Mail
☐ U.S Mail
☒ Facsimile
☐ Hand Delivery
☒ Electronic Service

/s/ Patrick McAndrew

Patrick B. McAndrew

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

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| | § | |
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| | § | |
| | § | |
| LEXINGTON INSURANCE CO. | § | JURY |

EXHIBIT C-5:

DEFENDANT'S DEMAND FOR JURY TRIAL (FILED ON 02/26/2016)

CAUSE NO. DC-16-00282

| | | |
|------------------------------|---|------------------------------------|
| SIERRA EQUIPMENT, INC. | § | IN DISTRICT COURT OF |
| PLAINTIFF, | § | |
| | § | |
| V. | § | DALLAS COUNTY, TEXAS |
| | § | |
| LEXINGTON INSURANCE COMPANY, | § | 14 TH JUDICIAL DISTRICT |
| DEFENDANT. | § | |

DEFENDANT'S DEMAND FOR JURY TRIAL

Defendant Lexington Insurance Company asserts its right to a trial by jury, under Texas Constitution article 1, section 15, and makes this demand for a jury trial at least 30 days before the date this case is set for trial, in accordance with Texas Rule of Civil Procedure 216.

Lexington Insurance Company tenders the fee of \$40.00 to the district court, as required by section 51.604 of the Texas Government Code.

Respectfully submitted,

/s/ Patrick McAndrew

Thomas C. Wright

State Bar No. 22059400

Patrick B. McAndrew

State Bar No. 24042596

WRIGHT & CLOSE, LLP

One Riverway, Suite 2200

Houston, Texas 77056

Telephone: (713) 572-4321

Facsimile: (713) 572-4320

wright@wrightclose.com

mcandrew@wrightclose.com

COUNSEL FOR DEFENDANT
LEXINGTON INSURANCE COMPANY

CERTIFICATE OF SERVICE

Pursuant to Rule 21a of the Texas Rules of Civil Procedure, on February 26, 2016, this document was served on each party's known attorney of record as set forth below:

Andrew B. Ryan
Ryan Law Partners LLP
100 Highland Park Village, Suite 200
Dallas, Texas 75205
Attorneys for Plaintiff

☐ Certified Mail
☐ U.S Mail
☐ Facsimile
☐ Hand Delivery
☒ Electronic Service

/s/ Patrick McAndrew

Patrick B. McAndrew

[Print this page](#)

Case # DC-16-00282 - SIERRA EQUIPMENT INC vs. LEXINGTON INSURANCE COMPANY (MOYE', ERIC)

Case Information

| | |
|-------------------|--|
| Location | Dallas County - 14th District Court |
| Date Filed | 02/26/2016 11:47:42 AM |
| Case Number | DC-16-00282 |
| Case Description | SIERRA EQUIPMENT INC vs. LEXINGTON INSURANCE COMPANY |
| Assigned to Judge | MOYE', ERIC |
| Attorney | Patrick McAndrew |
| Firm Name | Wright & Close LLP |
| Filed By | Ashley Harrison |
| Filer Type | Not Applicable |

Fees

| | |
|-----------------------------|---------|
| Convenience Fee | \$1.16 |
| Total Court Case Fees | \$0.00 |
| Total Court Filing Fees | \$40.00 |
| Total Court Service Fees | \$0.00 |
| Total Filing & Service Fees | \$0.00 |
| Total Service Tax Fees | \$0.00 |
| Total Provider Service Fees | \$0.00 |
| Total Provider Tax Fees | \$0.00 |
| Grand Total | \$41.16 |

Payment

| | |
|----------------------|-----------------|
| Account Name | W&C Credit card |
| Transaction Amount | \$41.16 |
| Transaction Response | |
| Transaction ID | 15128313 |
| Order # | 009320901-0 |

No Fee Documents

| | |
|--------------------|-----------------------------------|
| Filing Type | EFileAndServe |
| Filing Code | No Fee Documents |
| Filing Description | Defendant's Demand for Jury Trial |
| Reference Number | 579.577 |
| Comments | |
| Status | Under Review |

Case 3:16-cv-00571-N Document 1-5 Filed 03/01/16 Page 22 of 22 PageID 38

Fees

| | |
|-------------|---------|
| Court Fee | \$40.00 |
| Service Fee | \$0.00 |

Optional Services

| | |
|-----------|---------|
| >Jury Fee | \$40.00 |
|-----------|---------|

Documents

| | | |
|----------------------|------------------------------|----------------------------|
| <i>Lead Document</i> | 160226 Draft Jury Demand.pdf | [Original] |
|----------------------|------------------------------|----------------------------|

eService Details

| Name/Email | Firm | Service Type | Status | Served | Date/Time Opened |
|---|------|--------------|--------|--------|---------------------------|
| Patrick B. McAndrew mcandrew@wrightclose.com | | EServe | Sent | Yes | Not Opened |
| Thomas C. Wright wright@wrightclose.com | | EServe | Sent | Yes | 02/26/2016 11:49:35 AM |
| Ashley Harrison harrison@wrightclose.com | | EServe | Sent | Yes | Not Opened |
| ANDREW B RYAN . andy@ryanlawpartners.com | | EServe | Sent | Yes | 02/26/2016 11:49:25 AM |